



February 18, 2025

NOTICE OF REQUEST FOR QUOTES (RFQ)

Informal RFQ 5-3945 “Bus Cleaning Chemicals”

TO: ALL FIRMS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites quotes from qualified vendors to provide Bus Cleaning Chemicals on an as needed basis with no guarantee usage. The budget for this effort is \$44,000 for two (2)-year initial term.

Please note that by submitting a Quote, Firms certifies that it is not subject to any Ukraine/Russia-related economic sanction imposed by the **State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685 and 14065**. Any individual or entity that is subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Quote. In submitting a Quote, all Firms agree to comply with all economic sanctions imposed by the State or U.S. Government

Quotes must be received at or before 5:00 p.m., March 4, 2025.

Quotes must be sent to Daniel Crymes, Senior Contract Administrator, by email to dcrymes@octa.net specifying in the subject line: **“RFQ 5-3945: Bus Cleaning Chemicals”**

All questions or clarifications must be submitted in writing and must be received by Authority no later than 5:00 p.m., on February 20, 2025. The Authority will respond to all written questions by issuing a written addendum no later February 21, 2025.

Quotes received after the date and time specified above will not be accepted by the Authority.

By submitting a quote, Firms agrees to the terms and conditions as stated in Exhibit D, entitled “General Provisions,” Exhibit E, entitled “Insurance,” and Exhibit F, entitled “Level 1 Health, Safety and Environmental Specifications,” which by this reference are incorporated herein.

An award will be made to the lowest responsive and responsible Firms.

Firms shall be required to furnish any necessary materials, equipment, and labor needed for the work to be completed.

Firms must submit pricing on all line items on Exhibit C- Price Summary Sheet in order to be considered responsive.

All Firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>.

Firms should be aware that award may be made without further discussion.

The successful Firms will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

If you have any questions, I can be reached at (714) 560-0577

Daniel Crymes
Senior Contracts Administrator

Enclosures:

- Exhibit A, Scope of Work
- Exhibit B, Quotation Form
- Exhibit C, Price Summary Sheet
- Exhibit D, General Provisions
- Exhibit E, Insurance
- Exhibit F, Level 1 Health, Safety, and Environmental Specifications

Scope of Work - Bus Cleaning Chemicals

The Orange County Transportation Authority (OCTA) requires a supply of cleaning chemicals for use in the cleaning of buses, on an as-needed basis, no guaranteed usage. The Vendor shall have the resources necessary to provide all items listed on the Price Summary Sheet, Exhibit C, to maintain cleanliness, meet health and safety requirements to ensure our equipment is cleaned effectively. The term is for a two (2) year initial term, with a one-year option.

GENERAL REQUIREMENTS:

- I. Product Supply
 - a. Vendor shall supply OCTA with items listed on the Price Summary Sheet, Exhibit C for the agreed upon price.
 - b. Quantities identified in Exhibit B, Price Summary Sheet are estimates only OCTA shall release orders against the purchase order, as needed.
 - c. All products provided shall match those listed in the Price Summary Sheet as submitted in response to this RFQ, or listed as an approved equal.
 - i. See Attachment A, for approved equals.
 - d. The Vendor shall maintain an adequate inventory and shall have the ability to fulfill orders withing reasonable lead times to avoid delays in the cleaning process.
- II. Delivery Specifications
 - a. Product delivery shall be made within five (5) business days of the original order date.
 - b. Deliveries are not expected on holidays or after hours.
- III. Product Usage, Monitoring and Reporting
 - a. Vendor shall monitor product usage monthly and provide usage reports to OCTA upon request or at mutually agreed upon intervals. The report shall be provided in Excel format or in a format easily convertible to Excel.
- IV. Miscellaneous Items (Outside of Price Summary)
 - a. For items not listed on the Price Summary Sheet, but required for effective cleaning, OCTA may request miscellaneous items not listed.
 - i. Approval Process: Vendor shall provide the OCTA with a quote and obtain written approval from OCTA for all miscellaneous materials, not listed on the price summary.
 - ii. The quote shall include both the list price and discounts offered.
 - iii. Documentation: For any miscellaneous items exceeding \$500, the vendor shall provide documentation verifying the discount or markup. Acceptable documentation included supplier catalog pages or the vendor's invoice detailing the actual cost paid for the item.
- V. Pricing and Fair Market Value

- a. OCTA reserves the right to reject items where the markup percentage is deemed excessive and not in line with fair and reasonable market prices.

CLEANING CHEMICALS REQUIRED.

VI. Product Specifications

- a. All items shall be supplied in 55-gallon(s).
- b. The following products are required:
 - i. Heavy Duty Cleaner/Degreaser
 - ii. Concentrate Glass Cleaner
 - iii. Multi-Purpose Light Duty Degreaser
 - iv. High Foam Concentrated Bus Wash Soap.

VII. Compliance and Safety Standards

- a. All chemicals shall comply with Environmental Protection Agency (EPA) standards.
- b. Chemicals shall meet Occupational Safety and Health Administration (OSHA) safety standards and be safe for use in bus cleaning environments.
- c. The vendor shall provide a Safety Data Sheet (SDS) for each product upon delivery.
- d. Labels: The vendor is responsible for supplying labels for each drum delivered to ensure proper identification of chemicals.

VIII. Drum Return and Management

- a. The vendor shall arrange for the pickup of empty drums upon delivery of new orders. Empty drums shall be collected at the time of the next order fulfillment.

IX. Training and Support

- a. The vendor shall provide training to OCTA staff on the safe usage of chemicals.
- b. The vendor shall offer technical support for the correct use and application of the cleaning products, as needed.

DELIVERY REQUIREMENTS:

Vendor shall supply bus cleaning chemicals to both the Garden Grove and Santa Ana facilities:

Garden Grove	Contact Name	Contact Phone Number
11790 Cardinal Circle	Angela Hahn	714-668-4571
Garden Grove, CA 92843	Carlos Ortiz	714-668-4541
Santa Ana		
4301 W. MacArthur Blvd.	Jamie Diaz	714-265-4440
Santa Ana, CA 92704	Carlos Ortiz	714-668-4541

Delivery Hours are Monday through Friday, 7am to 4pm, excluding holidays.

After Hours are Monday through Friday after 4pm, as well as on weekends and holidays.

EMERGENCY DELIVERIES:

X. Definition of Emergency

- a. An emergency is defined as a situation where OCTA requires an expedited supply of cleaning chemicals outside of the regular delivery schedules, due to unforeseen circumstances that could disrupt normal operations. This may include, but are not limited to:
 - i. Critical shortages of cleaning supplies
 - ii. Equipment or facility emergencies requiring immediate cleaning.
 - iii. Other unexpected events where immediate availability of cleaning chemicals is necessary to maintain safety and operational standards.
- b. After Hours are Monday through Friday after 4pm and weekends and holidays

XI. Emergency Delivery Process

- a. In the event of an emergency, OCTA will contact the vendor via phone or email to request URGENT delivery. The vendor agrees to:
 - i. Acknowledge the emergency request within sixty (60) minutes of notification.
 - ii. Confirm availability of the requested products and confirm an estimated timeline within sixty (60) minutes of receiving the emergency request.
 - iii. Prioritize the delivery to meet OCTA's emergency needs, providing same day or next day delivery, as applicable, depending on the nature of the emergency.
 - iv. Provide expedited delivery to the designated delivery location (Garden Grove or Santa Ana), ensuring that products are delivered within the agreed-upon timeframe.
 - v. Provide updated delivery status in real time, including any delays or potential issues that might affect the delivery schedule.

XII. Emergency Delivery Fees

- a. For emergency deliveries, the Vendor may charge additional fees to cover the expedited processing, handling, and delivery. Such fees shall be clearly outlined in the Vendor's proposal and agreed upon prior to contract execution.
 - i. Fee Structure: Emergency delivery charges may include, but are not limited to, expedited shipping fees, after-hours delivery charges, or any other reasonable costs directly incurred because of the emergency delivery.
 - ii. Approval: Emergency delivery fees shall require prior approval from OCTA. Any fees outside of the agreed upon structure may be negotiated or rejected.

XIII. Emergency Product Availability

- a. The vendor shall maintain adequate stock levels of all listed cleaning chemicals to ensure readiness for emergency situations. If a product is out of stock or unavailable

for emergency delivery, the vendor shall notify OCTA immediately and provide an estimated timeline for restocking or an alternative solution.

XIV. Documentation for Emergency Deliveries

- a. For each emergency delivery, the vendor shall provide the following documentation:
 - i. Emergency Request Confirmation: a written acknowledgement from the vendor confirming the emergency order request and delivery schedule.
 - ii. Delivery Receipt: a signed receipt confirming the successful delivery of the chemicals.
 - iii. Invoicing: emergency delivery invoices shall clearly indicate the emergency nature of the delivery and any applicable additional charges.

INVOICING AND PAYMENT REQUIREMENTS:

XV. Invoice Submission

- a. Invoices shall include the following information:
 - i. Contract or Purchase Order Number
 - ii. Base Location where the delivery was made.
 - iii. Order date and itemized details of the purchase.
 - iv. If miscellaneous items are purchased that exceed a unit price of \$500, proper documentation (e.g., vendor catalog page of invoice) shall be provided to verify the discount or markup.

XVI. Invoice Submission Methods

- a. Invoices should be submitted via email to:

VendorInvoices@octa.net

- b. Or by mail to:

Orange County Transportation Authority
P.O. Box 14184
Orange, CA 92863-1584
Attn: Accounts Payable

XVII. Payment Processing Delays

- a. Failure to comply with invoicing requirements (e.g., missing documentation, unclear pricing, or invoice submission method outside of what is deemed acceptable) may result in processing delays, which could affect the payment schedule.

APPROVED EQUALS

<u>Glass Cleaner</u>	<u>Hi-Foam Concentrated Bus Wash Soap</u>	<u>Lemon Disinfectant Multi-Purpose/Light Duty Degreaser</u>	<u>Floor Cleaner/Degreaser</u>
All Clear Glass Cleaner Powerhouse CAL-PIA	ACE High Foam Bus Wash PRO 1294 – Enviroform	3-D Green, Multi-Purpose Cleaner/Light Degreaser	All Mighty Green Heavy Duty, AMIGRN-001-Bulk
All Mighty Green Glass Cleaner	AMG Bus Wash, AMIGRN- 005-Bulk	All Mighty Green General Purpose, AMIGRN-002-Bulk	ChemWorks EX Patriot Liquid Detergent (heavy degreaser)
ChemWorks Clear Vue Concentrated Glass Cleaner	ChemWorks Ultra Wash	Breakout Multi-Purpose Cleaner and Degreaser CAL- PIA	Cobra Heavy Duty Degreaser – Enviroform
GCC Glass Cleaner Enviroform	Hi-Foam, Concentrated Bus Wash Soap	ChemWorks, Monster Light Degreaser	Fleetline 205
Gen Labs Glass Cleaner	Ops Products Professional Vehicle Wash	KP Kitchen Power Degreaser	Ops Products Professional Heavy Duty Degreaser
Guard Green Glass Cleaner by Guard Products	Tunnel Magic, OCCS Bus Wash	Morgan-Gallacher MG Wash & Wax	Simple Green Extreme Green
Morgan-Gallacher MG Glass Cleaner		Morgan-Gallacher Power 99 Plus	Sustainable Earth #65 Heavy Duty
Ops Products Pro Power Concentrated Glass Cleaner		Morgan-Gallacher Power 99 RTU	Toughguy 310 12M185 Heavy Duty
Orangerine Friendly Products Window Cleaner		Ops Products Professional All Purpose Degreaser	Tri-Star 3-D Green, Heavy-Duty Floor & Hard Surface Cleaner
Right Now Shine Glass Cleaner		Purple Thunder, OCCS Multi Light Degreaser	Tri-Star Safezone Heavy Duty Cleaner/Degreaser
Simple Green 3 Clean Building Glass Cleaner		SF APC All-Purpose Cleaner- Enviroform	Ultra Extreme, OCCS Heavy Duty Degreaser

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ATTACHMENT A

Spartan Renewables Glass Cleaner		Simple Green All Purpose Cleaner	
Tri-Star Glass Cleaner Concentrate		Simple Green Clean Building All Purpose Cleaner	
Tri-Star Glass Cleaner Concentrate		Simple Green Crystal Industrial Cleaner and Degreaser	
		Simple Green Industrial Cleaner & Degreaser	
		Sustainable Earth by Staples #61	

QUOTATION FORM

REQUEST FOR QUOTES NUMBER:	RFQ 5-3945
DESCRIPTION:	Bus Cleaning Chemicals
FIRM'S NAME AND ADDRESS	<hr/> <hr/> <hr/> <hr/>
NAME OF AUTHORIZED REPRESENTATIVE	<hr/>
TELEPHONE NUMBER	<hr/>
FAX NUMBER	<hr/>

BLANKET PURCHASE ORDER

Effective through December 31, 2027, for a two (2)-year initial term with one, one (1)-year option term for the Orange County Transportation Authority requirements, on an as-needed basis, no guaranteed usage as specified in Exhibit A, entitled "Scope of Work," and Exhibit C, entitled "Price Summary Sheet." Prices quoted shall remain firm for the term of the Purchase Order. Firm must quote all items on Exhibit C, Price Summary Sheet, or shall be deemed non-responsive.

By submitting a quote, Firm agrees to the terms and conditions as stated in Exhibit D, entitled "General Provisions," Exhibit E, entitled "Insurance," and Exhibit F, entitled "Level 1 Health, Safety and Environmental Specifications," which by this reference are incorporated herein.

Evaluation for Award

The Authority shall award to the lowest responsive and responsible Firm.

1. I acknowledge receipt of RFQ 5-3945 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME	_____
ADDRESS	_____ _____ _____
TELEPHONE	_____
FACSIMILE #	_____
EMAIL ADDRESS	_____
SIGNATURE OF PERSON AUTHORIZED TO BIND OFFEROR	_____
NAME AND TITLE OF PERSON AUTHORIZED TO BIND OFFEROR	_____ _____ _____
DATE SIGNED	_____

PRICE SUMMARY SHEET

Enter below the fully-burdened firm-fixed rates. Firm-Fixed rates include all direct costs, fuel costs, disposal fees, clean-up fees, travel time, trip charge overhead, freight, applicable sales tax and profits *to provide Bus Cleaning Chemicals as specified in Exhibit A Scope of Work*. Prices quoted shall remain firm for the term of the Blanket Purchase Order. **Estimated annual quantities listed below are for evaluation purposes only and do not guarantee any minimum or maximum usage.**

TERM: Effective Date through December 31, 2026

OPTION TERM: January 1, 2027 through December 31, 2027

					Initial Term				Option Term	
Item	ITEM DESCRIPTION	Proposed Brand	Annual Estimated Qty	UOM	Year 1 Effective Date – 12/31/25 Unit Price	Year 1 Extended Price	Year 2 1/1/26 – 12/31/26 Unit Price	Year 2 Extended Price	Option Term	Option Term Extended Price
1	Simple Green 3 Clean Building Glass Cleaner		165	gal	\$	\$	\$	\$	\$	\$
2	AMG Bus Wash, AMIGRIN-005-Bulk		55	gal	\$	\$	\$	\$	\$	\$
3	Simple Green Crystal Industrial Cleaner and Degreaser		1925	gal	\$	\$	\$	\$	\$	\$
4	Simple Green Extreme Green		1	gal	\$	\$	\$	\$	\$	\$
	Total per year:					\$		\$	\$	\$
	Sales Tax:					\$		\$	\$	\$
	Two Year Lump Sum:					\$		\$	\$	\$

	Year 1 Effective Date – 12/31/25	Year 2 1/1/26 – 12/31/26	Option Term 1/1/27- 12/31/27
Delivery Fees			
Regular			
Emergency Fees			
After Hours Delivery			
Special Handling			

MISCELLANEOUS ITEMS

Miscellaneous items not listed above may be purchased against the Contract. Bidder shall provide the Authority with a quote and obtain written approval from the Authority for all miscellaneous materials, parts and shop supplies prior to placing order. Pricing shall be based on the most current published pricing, catalog or other source, less bidder's discount listed below. Bidder shall provide the list price and discount price on all invoice(s) for all miscellaneous items

Percent Discount Off Publisher's Price List _____%

For cost analysis purposes, the percentage mark-up listed above will be weighted at 0 % and the lump sum total price will be weighted at 0 %. Award will be made to the responsive, responsible bidder with the lowest sum of the weighted amount.

PRICE INCREASES/DECREASES:

No price increases will be permitted during the term of the Blanket Purchase Order. All price decreases will automatically be extended to Authority. Authority requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Authority may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Blanket Purchase Order. Adjustments increasing the Firm's profit will not be allowed.

FIRM DISCOUNT AND PRICING STRUCTURE:

Bidder guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Bidder agrees that no price increases shall be passed along to Authority during the term of this Blanket Purchase Order.

Firm Name _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
GENERAL PROVISIONS

1. **INSPECTION AND ACCEPTANCE** - All items are subject to final inspection and acceptance by AUTHORITY at destination notwithstanding any payment, passage of title, or prior inspection or test at SELLER's facilities. Final inspection will be made within a reasonable time after receipt of items hereunder. SELLER shall notify AUTHORITY of any known nonconforming product that is expected to be delivered or has been delivered. AUTHORITY shall have authority to approve or refuse identified nonconforming product. Defective goods may be returned at SELLER's expense.
2. **CHANGES** - By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished by SELLER. If any such change causes an increase or decrease in the price of this agreement or in the time required for its performance, SELLER or AUTHORITY shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing herein shall excuse SELLER from proceeding immediately with the agreement as changed.
3. **DEFAULT AND EXCESS REPROCUREMENT LIABILITY** - AUTHORITY may terminate this agreement if a federal or state proceeding for the relief of debtors is undertaken by or against SELLER, or if SELLER makes an assignment for the benefit of creditors, or if SELLER fails after reasonable notice by AUTHORITY to cure a deficiency in performance or lack of progress thereto. AUTHORITY shall have such additional remedies as may be available whether or not it so terminates this agreement, including, but not limited to, payment by SELLER to AUTHORITY of expenses incurred by AUTHORITY in reprocurring elsewhere the same or similar items or services defaulted by SELLER hereunder, provided SELLER's reprocurement expenses obligation shall be limited to the excess costs above the price specified herein for such items or services.
4. **INDEMNIFICATION** - SELLER shall indemnify, defend, and hold harmless AUTHORITY from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, damage, claim, or harm for bodily injuries, including death or damage to property caused by SELLER or its employees, subcontractors, or suppliers in connection with the performance of this agreement.
5. **ASSIGNMENTS AND SUBCONTRACTS** - Neither this agreement nor any interest herein nor claim hereunder may be assigned by SELLER, either voluntarily or by operation of law, nor may all or substantially all of the agreement be subcontracted by SELLER without AUTHORITY's prior written consent. AUTHORITY's withholding of consent shall not be deemed to relieve SELLER of its obligations to comply fully with the requirements hereof.
6. **FEDERAL, STATE, AND LOCAL LAWS** - SELLER warrants that, in the performance of this agreement, it shall comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder.
7. **INFRINGEMENT INDEMNITY** - In lieu of any other warranty by AUTHORITY or SELLER against infringement, statutory or otherwise, it is agreed that SELLER shall defend, at its expense, any claim or suit against AUTHORITY based on a claim that any item furnished under this agreement or the normal use or sale thereof infringes any United States Letters patent or copyright, and SELLER shall pay all costs and damages finally awarded in any such suit or claim, provided that SELLER is notified in writing of the suit or claim and given authority, information, assistance at SELLER's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, SELLER, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY, and extend this patent indemnity hereto.
8. **TITLE AND RISK OF LOSS** - Unless otherwise provided in this agreement, SELLER shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this agreement at the F.O.B. point specified herein, and upon such delivery, title shall pass from SELLER, and SELLER's responsibility for loss or damage shall cease, except for loss or damage resulting from SELLER's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by AUTHORITY.
9. **NOTICE OF LABOR DISPUTE** - Whenever SELLER has knowledge that any actual or potential labor dispute may delay this agreement, SELLER shall immediately notify and submit all relevant information to AUTHORITY. SELLER shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay this agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.
10. **EQUAL EMPLOYMENT OPPORTUNITY** - In connection with the execution of this agreement, the SELLER shall not discriminate against any employee or applicant because of race, religion, color, sex or national origin. The SELLER shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include pay, or other forms of compensation and selection for training, including apprenticeship.
11. **TERMINATION FOR CONVENIENCE** - AUTHORITY may terminate this agreement for its convenience at any time, in whole or

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EXHIBIT D

in part, by giving written notice to SELLER of such termination, effective on the date of such notice. Upon receipt of said notice, SELLER shall immediately take action not to incur any further obligations, costs, or expenses, except as may be reasonably necessary to terminate its activities. AUTHORITY shall pay SELLER its allowable costs incurred to date of termination and those costs determined by AUTHORITY to be reasonably necessary to effect such termination. All finished or unfinished documents and other materials procured or produced by SELLER hereunder shall, at the option of AUTHORITY, become AUTHORITY property upon the date of such termination.

12. **AUDIT AND INSPECTION OF RECORDS** - SELLER shall provide AUTHORITY such access to SELLER's books, records, and facilities as may be deemed necessary to examine, audit, and inspect all work data, documents, and activities related to the goods or services described herein. SELLER shall maintain such books, records, data and documents on a generally accepted accounting basis and shall clearly identify and make such items readily accessible to such parties during SELLER's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY hereunder.
13. **TIME IS OF THE ESSENCE** - Time is of the essence in the performance of this agreement. SELLER's delivery of the items and related data and/or documentation and/or performance of required services in accordance with the schedule are a material requirement of this agreement.
14. **WARRANTY** - SELLER warrants to AUTHORITY, its successors and customers that all items furnished to AUTHORITY will be free from defects in material and workmanship, will conform to applicable drawings, designs, specifications and samples, will meet all functional and performance requirements and, to the extent this order calls for services to be performed, that such services will be free from defects in workmanship, will meet all of the requirements of this agreement and will be performed to the highest standards of workmanship in the industry. These warranties are in addition to all other warranties, express, implied or statutory. In addition, the warranties set forth in this section shall survive any inspection, delivery, acceptance or payment by AUTHORITY.
15. **FORCE MAJEURE** - Either party shall be excused from performing its obligations under this agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
16. **GOVERNING LAW** - The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this agreement.
17. **SEVERABILITY** - If any term, provision, covenant or condition of this agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby, and each term, provision, covenant or condition of this agreement shall be valid and enforceable to the fullest extent permitted by law.
18. **NOTICES** - All notices hereunder and communications regarding the interpretation of the terms of this agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid to the addresses set forth in the agreement.
19. **COMPLETE AGREEMENT** - This agreement, the purchase order, and any attachments thereto or referenced therein, constitute the complete and exclusive statement of the term(s) and condition(s) of this agreement between SELLER and AUTHORITY and supersede all prior representations, understandings, and communications.

Insurance Requirements

Firm shall procure and maintain insurance coverage in full force and effect during the entire term of the Purchase Order. Coverage shall be full coverage and not subject to self-insurance provisions. Firm shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Firms', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;
2. Automobile Liability Insurance to include hired and non-owned autos with a combined single limit of \$1,000,000 for each accident;
3. Workers' Compensation with limits as required by the State of California including a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and
4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease.

Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees as additional insureds on general liability and automobile liability, as required by Purchase Order. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of the Purchase Order and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.

Firm shall include on the face of the certificate of insurance the Purchase Order No. **C53882** and, the Senior Contract Administrator's Name, Daniel Crymes.

Firm shall also include in each subcontract, the stipulation that subconsultants shall maintain insurance coverage in the amounts required of Firm as provided in the Purchase Order. Subconsultants will be required to include AUTHORITY as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.

Insurer must provide AUTHORITY with at least thirty (30) days' prior notice of cancellation or material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
 - a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 - 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public

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that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
 - 1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 - 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 - 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 - 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

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1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION